

**SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE FOR SOCIAL WORKERS
AND KATHERINE TYNES**

Katherine Tynes ("Tynes") and the State Committee for Social Workers ("Committee") enter into this Settlement Agreement for the purpose of resolving the Complaint filed against Tynes in Administrative Hearing Commission Case No. 12-1056 SW and the question of whether Tynes's license as a clinical social worker (License No. 000420) will be subject to discipline.

Pursuant to § 536.060, RSMo, the parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo. The Committee and Tynes jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Tynes acknowledges that she understands the various rights and privileges afforded her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against her at the hearing; the right to present evidence on her behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

administrative hearing commissioner concerning the charges pending against her; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Tynes may present evidence in mitigation of discipline; the right to a claim for attorneys fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

Being aware of these rights provided to her by law, Tynes knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to her.

Tynes acknowledges that she has received and reviewed a copy of the formal complaint filed with the Administrative Hearing Commission on June 14, 2012, in Administrative Hearing Commission Case No. 12-1056 SW and a copy of documents that were the basis upon which the Committee determined there was cause for discipline, along with citations to law and/or regulations the Committee believes were violated. Tynes stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Committee that Tynes's license as a clinical social worker (License No. 000420) is subject to the agreed disciplinary action by the Committee as

set out in this Settlement Agreement in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 337, RSMo, as amended.

For the sole purpose of resolving Administrative Hearing Commission Case No. 12-1056 SW only, Tynes stipulates to the findings of fact and conclusions of law contained in this Settlement Agreement, and the parties stipulate and agree that the disciplinary order agreed to by the Committee and Tynes in Part II herein is based only on the agreement set out in Part I herein. The stipulations contained in this Settlement Agreement shall not constitute admissions of guilt, liability, or wrongdoing to be used in any other proceeding or for any purpose other than the resolution of the disputes between the parties to Administrative Hearing Commission Case No. 12-1056 SW. Tynes understands that the Committee may take further disciplinary action against her based on facts or conduct not specifically mentioned in this document that are not now known to the Committee and may be discovered.

Part I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Committee and Tynes herein jointly stipulate to the following:

1. The Committee is an agency of the State of Missouri created and established pursuant to Chapter 337, RSMo, for the purpose of carrying out the provisions of Chapter 337, RSMo, relating to social workers.

2. Tynes is licensed as a clinical social worker by the Committee, License No. 000420. Her license is current and active and was so at all times relevant herein. She is licensed through September 30, 2013.

3. At all times relevant herein, Tynes provided professional social work services in and around Springfield, Missouri.

4. Beginning on or around November 16, 2006, until on or around September 22, 2008, Tynes provided professional social work services to A.C., a minor client.

5. During the period Tynes provided professional social work services to A.C., Tynes paid A.C. fifteen dollars [\$15.00] to clean Tynes's vehicle. Tynes also gave A.C. twenty dollars [\$20.00] after A.C. expressed, during a counseling session, that she did not have money to take care of a personal matter.

6. During the period Tynes provided professional social work services to A.C., Tynes paid a member of A.C.'s family to perform work for Tynes at Tynes's personal residence on multiple occasions.

7. During the period Tynes provided professional social work services to A.C., the relationships between Tynes and A.C. and the members of A.C.'s family deteriorated, resulting in A.C.'s family withdrawing A.C. from Tynes's care.

8. Cause exists to discipline Tynes's social worker license pursuant to § 337.630 RSMo, which states that the Committee may file a complaint against a holder of any license required by sections 337.600 to 337.689 for "[b]eing guilty of unethical conduct as defined in the ethical standards for clinical social workers adopted by the committee by rule and filed with the secretary of state."

9. 20 CSR 2263-3.040(1) sets forth the ethical standards for clinical social workers and states in part:

A member of the profession shall not enter into or continue a dual or multiple relationship, including social relationship, business relationship, or sexual relationship, as defined by the committee, with a current client or with a person to whom the member has at any time rendered psychotherapy (clinical social work) or other professional social work services for the treatment or amelioration of mental and emotional conditions.

10. "Dual relationship' or 'multiple relationships' occur when members of the profession relate to clients in more than one (1) relationship, whether professional, social, or business. Dual or multiple relationships can occur simultaneously or consecutively." 20 CSR 2263-1.010(1)(F).

11. "Member of the profession' is any applicant, registrant, or licensed social worker." 20 CSR 2263-1.010(1)(J).

12. As a licensed social worker, Tynes is a member of the profession who related to A.C. in more than one relationship when Tynes engaged in the conduct described above.

13. Consequently, Tynes's conduct as stated herein violates 2263-3.040(1) of the Committee's Ethical Standards for Clinical Social Workers.

14. Tynes's social worker license, No. 000420, therefore, is subject to discipline under § 337.630.2(15), RSMo.

Part II.

Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of §§ 536.060, 621.045, and 621.110, RSMo.

1. Tynes, a licensed clinical social worker (License No. 000420), is hereby publicly CENSURED by the Committee.

2. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Tynes of Chapter 337, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

3. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are not now known to the Committee and may be discovered.

4. Tynes shall comply with all provisions of Chapter 337, RSMo, as it relates to social workers; all regulations of the Committee, and all local, state, and federal laws. "State" as used herein refers to the State of Missouri and includes all other states and territories of the United States.

5. This Settlement Agreement is the joint work product of the parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

6. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

7. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

8. Tynes hereby waives and releases the Committee, its members and any of its employees, agents, or attorneys, including any former Committee members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to, any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim

arising under Title 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this Paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

9. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as provided in Chapters 324, 337, and 610, RSMo.

10. This Settlement Agreement goes into effect fifteen (15) business days after the document is signed by the Executive Director of the Committee.

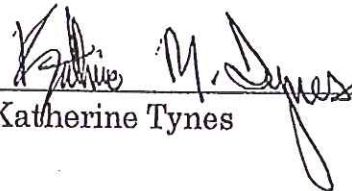
*effective
Sept 6, 2013*

Conclusion


In consideration of the foregoing, within five (5) business days of the effective date of this Settlement Agreement, the Committee shall file with the Administrative Hearing Commission a motion to dismiss Administrative Hearing Commission Case No. 12-1056 SW with prejudice thereby terminating any further proceedings before the Administrative Hearing Commission based upon the Complaint filed by the Committee in Administrative Hearing Commission Case No. 12-1056 SW, and any and all

conduct of Tynes out of which Administrative Hearing Commission Case No.
12-1056 SW arose.

Licensee

 8/5/13
Katherine Tynes Date

**State Committee for
Social Workers**

 8-15-13
Tom Reichard, Date
Executive Director

Jamie J. Cox (Mo Bar #52777)

CHRIS KOSTER
Attorney General

Jamie J. Cox
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102
Phone: (573) 635-7166
Fax: (573) 635-3847

D. Ryan Taylor
Assistant Attorney General
Missouri Bar No. 63284
615 E. 13th Street, Suite 401
Kansas City, MO 64106
Phone: (816) 889-5008
Fax: (816) 889-5006

Attorney for
Katherine Tynes

Attorneys for
State Committee for
Social Workers